

WASHINGTON CO. / IUOE # 234 (ROADS)

07-10

**AGREEMENT**

**BETWEEN**

**WASHINGTON COUNTY  
BOARD OF SUPERVISORS**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 234**

**WASHINGTON COUNTY SECONDARY ROADS DEPARTMENT**

**JULY 1, 2007 TO JUNE 30, 2010**

## TABLE OF CONTENTS

|   |    |
|---|----|
| PREAMBLE.....                                       | 1  |
| ARTICLE 1 – RECOGNITION .....                       | 1  |
| ARTICLE 2 – DEFINITIONS .....                       | 2  |
| ARTICLE 3 – UNION RIGHTS AND RESPONSIBILITIES ..... | 3  |
| ARTICLE 4 – WORK STOPPAGE .....                     | 4  |
| ARTICLE 5 – DUES CHECKOFF.....                      | 5  |
| ARTICLE 6 – SENIORITY .....                         | 6  |
| ARTICLE 7 – PROCEDURES FOR STAFF REDUCTION.....     | 8  |
| ARTICLE 8 – HOURS OF WORK.....                      | 9  |
| ARTICLE 9 – OVERTIME .....                          | 11 |
| ARTICLE 10 – HOLIDAYS.....                          | 13 |
| ARTICLE 11 – VACATIONS.....                         | 15 |
| ARTICLE 12 – LEAVE OF ABSENCE.....                  | 17 |
| ARTICLE 13 – GRIEVANCE PROCEDURE .....              | 25 |
| ARTICLE 14 – INSURANCE.....                         | 28 |
| ARTICLE 15 – SUPPLEMENTAL PAY.....                  | 30 |
| ARTICLE 16 – WAGES.....                             | 31 |
| ARTICLE 17 – PART-TIME EMPLOYEE .....               | 31 |
| ARTICLE 18 – GENERAL CONDITIONS.....                | 33 |
| ARTICLE 19 – EFFECTIVE PERIOD.....                  | 34 |
| APPENDIX A – WAGE SCHEDULE EFFECTIVE JULY 1, 2007   |    |
| APPENDIX B – WAGE SCHEDULE EFFECTIVE JULY 1, 2008   |    |
| APPENDIX C – WAGE SCHEDULE EFFECTIVE JULY 1, 2009   |    |

## **PREAMBLE**

This Agreement is entered into by and between Washington County, Iowa, hereinafter referred to as "Employer" and International Union of Operating Engineers Local #234, hereinafter referred to as "Union".

## **ARTICLE 1**

### **RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6881, dated October 5, 2004, to-wit:

INCLUDED: Full-time and Part-time employees of Washington County Secondary Roads Department, including the job classifications of Equipment Operators and Shop Foreman/Mechanic.

EXCLUDED: Engineer, Assistant Engineer, Maintenance Foreman, Engineering Technician and Clerical employees and all others excluded by Iowa Code section 20.4.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included within the bargaining unit as the case may be.

## ARTICLE 2

### DEFINITIONS

Section 1. **ACT** means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. **PERB** is the Iowa Public Employment Relations Board.

Section 3. **BARGAINING UNIT** is the bargaining unit recognized by the Employer and defined in Article I, Recognition, Section 1 hereof.

Section 4. **REGULAR EMPLOYEE** is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 5. **PROBATIONARY PERIOD** shall be the successful completion of one (1) year of continuous service.

Section 6. **PART-TIME EMPLOYEE** is an employee, other than a temporary employee, who is regularly scheduled to work more than twenty (20) hours but less than forty (40) hours per week.

Section 7. **TEMPORARY EMPLOYEE** is any person employed by the Employer for a period of four (4) months or less.

Section 8. **EMPLOYEE** when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean a regular employee.

Section 9. **ENGINEER** shall include the designee of the engineer.

## ARTICLE 3

### UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employee to refrain from Union membership. There shall be no discrimination by the Employer or the Union based on membership or non-membership in the Union.

Section 2. For the purposes of investigating pending grievances, a duly authorized representative of the Union, previously identified by the Union, shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitation, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 3. The Union recognizes its responsibilities as a sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will effectively combat absenteeism and any other practice which restricts the efficient operations of the Employer; and

c) that it will cooperate with the Employer to improve and strengthen good will between and among the County, its employees, and the public.

## **ARTICLE 4**

### **WORK STOPPAGE**

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the actions of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a Section above, all legal censures of the Act shall apply.

## **ARTICLE 5**

### **DUES CHECKOFF**

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues and fees in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the treasurer of the Union no later than fifteen (15) days after the money has been withheld. Such statement shall list the names of each employee from whom no money was collected.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and shall automatically be canceled upon termination of employment. The Employer will forward a copy of the notice of revocation to the Union with the next remittal to the Union.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this Article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

## **ARTICLE 6**

### **SENIORITY**

Section 1. Seniority is defined as an employees length of continuous service with the Employer from the employees most recent date of hire and becomes applicable immediately following completion of the probationary period. In the case of more than one employee having the same date of hire, seniority shall be determined by the last four digits of the employees' social security numbers.

Section 2. The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1, showing the date of employment of each employee. This list shall remain posted and the Employer shall give a copy of such seniority list to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer within thirty (30) days after it has been posted.

Section 3. The seniority of an employee shall be lost and the employment relationship shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for three (3) consecutive work days without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in work for pay while on



unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining a leave of absence.

Section 4.

a) When a truck driver or a road grader position becomes vacant, such opening will be posted for five (5) working days at all shops. Job postings will designate where the employee is to report for work. An applicant from within the bargaining unit must apply for a posted job within those five (5) working days. The right to apply for a posted job opening does not include the right to apply for a specific assignment, but only the general position of truck driver or road grader.

b) When a vacancy is filled by an applicant from within the bargaining unit, and the successful applicant was in the position of a truck driver or a road grader at the time that his or her application was approved, a new posting will be made for the position vacated. If that vacancy is filled by an applicant within the bargaining unit, the new position becoming vacant need not be posted, and the employer may hire from outside the bargaining unit.

c) In determining if any applicant is to be hired, seniority and qualifications shall be considered. Qualifications for purposes of filling job vacancies shall include employees' proximity to the site of the job opening, applicants' compatibility with the area in which the job opening occurs, and experience in operating a motor grader or a dump truck with snow removal equipment. If the qualifications are equal, seniority will govern.

d) An employee selected to fill a posted job opening shall be given up to thirty (30) working days to demonstrate satisfactory performance of the job. During the thirty (30) working day trial period, the employee shall receive actual training directly related to the performance of the job. If such employee fails to satisfactorily perform the job within said period, the employee shall be returned to the employee's former position.

e) If the Employer decides to reject all applications to fill the vacancy, each unsuccessful applicant shall be so notified within five (5) working days of that decision. After such notification, applicants from outside the unit may be considered by the Employer to fill the vacant position.

## **ARTICLE 7**

### **PROCEDURES FOR STAFF REDUCTION**

Section 1. In the event the Employer determines that an employee must be laid off within a classification, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among affected employees, seniority shall govern. A temporary, part-time or probationary employee shall be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 2. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 3. Within a department, an employee will be returned to work in the reverse order in which the employee was laid off. No new employee will be hired for a job until an employee laid off has failed to comply with a notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 5. An employee shall report to work within seven (7) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date, or unless otherwise mutually agreed to.

## **ARTICLE 8**

### **HOURS OF WORK**

Section 1. The Employer shall establish and post the hours of work for all employees as determined by it to best provide the services to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule, but shall not be construed as a guarantee of hours per day, per week or per schedule, or days of work per week or per schedule.

Section 2. The Employee's normal work week will be either four (4) or five (5) consecutive days during a week. When the employees are scheduled to work four (4) days during a week, the employees' normal starting time will be 6:30 a.m. and the ending time will be 5:00 p.m. during each day of the week. When the employees are scheduled to

work five (5) days during a week, the employees' normal starting time will be 7:30 a.m. and the ending time will be 4:00 p.m.

The Employer may utilize a four (4) consecutive day work week schedule beginning on the first day of the pay period commencing after Memorial Day and ending on the last day of the pay period preceding Labor Day. During the remainder of the calendar year, the Employer will utilize a five (5) consecutive day work week schedule.

Section 3. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time-to-time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union at least two (2) weeks advance notice of any major change in work schedules.

Section 4. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday.

Section 5. To the extent reasonably possible, each employee shall receive a thirty (30) minute unpaid lunch period during the middle of the work day.

Section 6. During the construction season employees shall be given equal opportunity to work on construction type projects. There shall be a sign-up list posted in January for two (2) weeks for all employees wishing to participate in the rotation of work

in these construction projects. The rotation shall be on a bi-weekly basis and the Employer will, in good faith, try to equalize hours of work among participating employees.

## **ARTICLE 9**

### **OVERTIME**

#### **A. OVERTIME**

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of forty (40) hours per week or eight (8) hours per day. In the event the Employer utilizes a four (4) consecutive day work week schedule, overtime shall be defined as any time properly authorized or approved by the Employer in excess of for (40) hours per week or ten (10) hours per day. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate as set out in the Appendix.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, all paid time with the exception of sick leave and compensatory time shall be counted as hours actually worked.

Section 5. The Employer will, consistent with the needs of the Employer and the normal duties and skills of the employee, offer overtime on an equitable basis to all

employees. An employee shall be required to work overtime when offered by the Employer.

B. CALL-BACK TIME

Section 1. An employee who is called back to work by the Employer shall be paid for actual time spent with a minimum of two (2) hours pay at the applicable rate of pay. The minimum does not apply when an employee is called back to work within two (2) hours of the employee's regular starting time. In that event the employee is paid at the regular rate of pay for the time actually spent.

C. COMPENSATORY TIME

Section 1. The employee may request and receive compensatory time in lieu of payment for overtime, provided that the employee requests compensatory time in lieu of payment prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall grant such request unless the employee shall have more compensatory time accrued than allowed hereunder.

Section 2. An employee shall not accumulate more than eighty (80) hours of compensatory time at any one time. As of the last pay period in November of each year, any compensatory time accumulated by an employee shall be paid to the employee. The Employer shall keep a record of the compensatory time which an employee has earned, and has used, and the employee may see such record at any reasonable time.

Section 3. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to one (1) hour of overtime at the regular rate of pay as set out in Appendix A, but

chooses to receive compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of overtime at the rate of one and one-half (1-1/2) times the regular rate of pay as set out in Appendix A, but chooses to receive compensatory time, the employee will be credited with one and one-half (1-1/2) hours of such time.

Section 4. Compensatory time off will be granted at a time that is approved by the Employer, provided that compensatory time off may be denied if it conflicts with the operation of the Employer, or if it creates overtime.

## **ARTICLE 10**

### **HOLIDAYS**

Section 1. The Employer recognizes certain days of importance as holidays and pays the employees for time off, or pays the employee added compensation for hours worked on these holidays in accordance with certain eligibility rules. A regular employee and a full-time probationary employee is eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day; and one-half of each Christmas Eve day and New Year's Eve day that does not fall on a Saturday or a Sunday, provided that the Employer will decide when the one-half day begins. Additionally, an employee will be granted one day off at a time selected by the employee, so long as it does not create overtime or conflict with the operation of the department. The full eight (8) hours, or if the Employer is utilizing a four (4) consecutive day work week schedule, the

full ten (10) hours must be taken at such time. If the personal day off is not taken, it is paid out to the employee at the end of the calendar year.

Section 2. If a holiday other than Christmas Eve Day and New Year's Eve Day falls on a Sunday, the following Monday will be recognized as the holiday; if on a Saturday, the preceding Friday will be recognized as the holiday. If there is any question as to the day a holiday is recognized, the Employer's decision will be final and the Employer will notify the employees at least thirty (30) calendar days in advance of the date the holiday is to be observed.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. If a holiday falls during a period when an employee entitled to holiday benefits is on approved paid sick leave, the employee will receive holiday pay and the day will not be deducted from the employee's accumulated sick leave. An employee who is on layoff, or who is under suspension, is not eligible for holiday pay.

Section 4. If an employee is required to work on a holiday, the employee will receive regular pay plus time and one half the employee's regular hourly rate of pay for all hours worked on the holiday.



## **ARTICLE 11**

### **VACATIONS**

Section 1. An employee shall earn vacation with pay according to the following schedule:

- a) during the first year of employment, an employee shall earn 1.54 hours of vacation per pay period (40 hours per year).
- b) during the second through fourth year of employment inclusive, the employee shall earn 3.08 hours of vacation per pay period (80 hours per year).
- c) during the fifth through eleventh year of employment inclusive, an employee shall earn 4.62 hours of vacation per pay period (120 hours per year).
- d) during the twelfth year of employment and each year thereafter, an employee shall earn 6.15 hours of vacation per pay period (160 hours per year).

Section 2. Upon request, an employee may use vacation as it is earned. Each vacation request must be in writing and must be approved in writing by the Engineer. Whether an employee with less than one year of service may use any accrued vacation shall be left to the discretion of the Engineer.

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

a) At least one-half (1/2) of the vacation earned by an employee each year must be taken by the employee prior to the employee's next anniversary date.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) Request for vacation must be received in writing at least one (1) working day in advance of each day requested for vacation, unless this is waived by the Engineer. Example: If an employee asks for one (1) day of vacation, the request must be made at least one (1) working day prior to that; if two (2) days are requested, two (2) working days notice is required, etc.

d) Upon termination of employment for whatever reason, an employee or the employee's estate shall receive a lump sum payment for any vacation earned and not previously taken, at the employee's last regular rate of pay.

e) Vacation must normally be taken in weekly increments. However, vacation may be taken in increments of one (1) hour or more with the consent of the Engineer. Vacation time off may be accumulated to a maximum of two hundred (200) hours.

#### Section 4.

a) So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Engineer, provided that the final right to allot vacation periods is reserved exclusively to the Engineer.

b) An employee's request for vacation time off shall be controlled by seniority provided that the selection is made by January 1 for the next twelve (12) calendar

months scheduling. The seniority selection shall be in writing and shall commence by November 1 for the following calendar year. Seniority selection shall only apply to one (1) choice totaling no more than ten (10) days of vacation. For this section, vacations may be scheduled from the period of December 15 to March 15, with the written consent of the Engineer.

c) After January 1, vacation time off will be granted on a first come, first served basis. If two written requests are turned in at the same time, the most senior employee will be given the time off.

Section 5. Two (2), or more, employees may take vacation time at the same time, with the consent of the Engineer.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

#### **A. SICK LEAVE.**

Section 1. An employee shall earn paid sick leave at a rate of six (6) hours per pay period and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. Sick leave will not be allowed if any employee is injured while gainfully employed by a different employer who is or should be providing worker compensation coverage to its employees.

Section 2. Sick leave may be used for personal illness, including medical, dental or optical appointments during working hours, with the approval of the Engineer. Sick leave, for purposes of such an appointment, shall be taken in increments of at least one (1) hour at a time.

Section 3. To be eligible for paid sick leave, an employee shall notify the employee's supervisor before the beginning of the scheduled tour of duty, unless the employee is unable to notify the Employer because of an emergency or unforeseen illness or injury.

Section 4. An employee who is absent from work due to illness for three or more consecutive working days must furnish the Employer with a doctor's certificate for the absence. An employee who is absent from work due to illness or injury on more than four (4) occasions during the calendar year shall furnish the Employer with a doctor's certificate for each absence thereafter. When an employee is hospitalized for more than three consecutive working days, the employee should notify the Employer periodically of the date the employee anticipates returning to work.

Section 5. No employee shall be entitled to compensation for unused sick leave time, and the termination of service shall terminate any and all obligation of the Employer in connection with any unused sick leave time, except as may be set out in the Employer's personnel policies.

Section 6. An employee on sick leave shall receive the employee's regular rate of pay as set out in Appendix A.

Section 7. If an employee's spouse, child or parent requires medical care, the employee may use up to three (3) days of sick leave per calendar year for such absences with the Engineer's approval.

Section 8. If a holiday falls during a period when an employee is on paid sick leave, the employee will be paid holiday pay, and the sick leave will not be deducted from the employee's accumulated sick leave.

Section 9. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury incurred while working for the Employer. If an employee elects in writing to use sick leave to supplement worker compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as regular gross pay for the same period as sick leave under this contract, less the appropriate withholding from the amount paid by the Employer to the employee. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amounts paid to an employee under this Section shall be chargeable against the employee's sick leave.

B. FUNERAL LEAVE.

Section 1. A regular employee and a probationary employee will be granted not to exceed three (3) days paid leave of absence in order to arrange for and attend the funeral of the employee's immediate family member. Immediate family member for purposes of this section includes a spouse, child and step- child, parent and step-parent,

sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent and grandchild. Any such paid leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral. An employee may be granted additional unpaid days of funeral leave, or may be granted vacation leave or compensatory time off for extra days, with the approval of the Engineer.

C. JURY DUTY

Section 1. An employee, including a probationary employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. The employee shall turn over to the Employer jury service fees received.

Section 2. An employee who is summoned for jury duty but who is not selected shall return to work; and an employee who is selected for jury duty shall return to work when released from duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

D. MILITARY LEAVE.

Section 1. The Employer shall comply with the statute (Section 29A.28, Code of Iowa) granting leave of absence for military pay, as the same may be amended from time to time.

E. LEAVE OF ABSENCE WITHOUT PAY.

Section 1. When staffing needs allow, the Engineer will give consideration to an employee's written request for a leave of absence without pay. A request for a leave of

absence without pay which exceeds a three (3) day period must be accompanied by a detailed written request submitted to the Engineer.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Engineer. In the event an employee is gainfully employed while on leave of absence without pay, the employee shall be considered to have voluntarily resigned.

Section 3. During a leave of absence without pay, the employee:

a) must pay group hospital premiums falling due during any month the employee is not on the payroll. Failure to pay the premium timely will result in termination of coverage;

b) must pay premiums for coverage under any group life insurance plan. Failure to pay the premium timely will result in termination of coverage;

c) shall not receive compensation;

d) shall not acquire additional seniority;

e) shall not be entitled to holiday leave, and shall not earn vacation, sick leave, or any other leave;

f) shall not receive any other job benefits or allowances.

Section 4. The Engineer may make an exception in writing to any of the conditions set out in Section 3 for a leave not exceeding ten (10) working days.

F. FAMILY AND MEDICAL LEAVE.

Section 1. In accordance with the Federal Family and Medical Leave Act, an employee will be granted job protected unpaid family and medical leave for any one of the following reasons:

- a) the birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care;
- b) in order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition;
- c) the employees own serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 2. To be eligible for Family and Medical Leave, an employee must have been in the employ of the Employer for at least one year and the employee must have worked at least 1,250 hours over the previous twelve month period.

Section 3. Definitions.

- a) Twelve (12) month period. This is the twelve (12) month period measured forward from the first date of leave;
- b) A spouse does not include an unmarried domestic partner. If both spouses work for the Employer, the total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent;
- c) Child means a child under the age of eighteen (18) years or a child who is eighteen (18) years of age or older who is incapable of self-care because of a mental or



physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child;

d) A serious health condition means an illness, injury, impairment or a physical or mental condition that involves:

- 1) inpatient care; or
- 2) any period of incapacity requiring absence from work for more than three (3) calendar days and that involves continuing treatment by a health care provider;
- 3) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three (3) calendar days; or
- 4) prenatal care by health care provider.

Section 4. An employee may take leave intermittently, a few days or a few hours at a time, or on a reduced leave schedule, to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary". Medically necessary means that there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatments so as not to unduly disrupt the Employer's operations. An employee may take leave intermittently, or on a reduced leave schedule for the birth or placement for adoption or foster care of a child, only with the Engineer's consent.

Section 5.

a) An employee will be required to use accrued sick leave for the employee's own serious health condition, so long as paid sick leave is available. If an employee uses all of the employee's paid sick leave, the employee must use any available vacation leave or compensatory time. Unpaid leave will be granted only after paid sick leave, vacation leave and compensatory time off have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

b) An employee will be required to use available family illness leave vacation leave and compensatory time off for leave due to the illness of a family member. An employee may not use more than three (3) days paid sick leave due to family illness. Unpaid leave will be granted only after the three (3) days of paid sick leave for family illness, vacation leave and compensatory time off have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

Section 6. An employee is required to give thirty (30) days notice in the event of a foreseeable family and medical leave. In unexpected or unforeseeable situations, an employee should provide as much notice as possible.

Section 7. A request for a family and medical leave must be supported by a certificate of a doctor or a practitioner at the time the request is made.

Section 8. An employee will not accrue any right, benefit or position of employment other than the one which the employee would have been entitled to had a

leave not been taken. Benefits will continue to accrue during any paid leave, but will not accrue during any unpaid leave.

Section 9. An employee on a Family and Medical Leave may remain a participant in the Employer's health insurance plan throughout the duration of the family medical leave as if actively employed. The employee will be required to pay the same cost of coverage as if actively at work.

Section 10. An employee who returns to work from a family and medical leave is entitled to return to the position held when the leave began if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the express terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

a) Step I - An employee who has a grievance shall notify orally the employee's maintenance superintendent, or designee, within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance. The maintenance superintendent, or designee, shall investigate the grievance and issue a decision within a

period of seven (7) calendar days. The failure of the immediate supervisor to issue a decision within seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

b) Step II - If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the Engineer within ten (10) calendar days after the answer of the immediate supervisor was given or was due, whichever is later. The grievance shall be signed by the employee and shall state the facts of the alleged violation, the specific provisions of the Agreement that are in dispute and the relief or remedy which is desired. The Engineer shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the Engineer to issue a decision in writing within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

c) Step III - If the grievance is not settled in Step II, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the Engineer's answer was given or was due, whichever is later, request arbitration by written notice submitted to the Engineer, and signed by the Union and the employee. The written grievance as submitted to the Employer in Step II shall constitute the sole and entire subject matter to be heard by the arbitrator, except for a jurisdictional, timeliness or procedural issue.

Section 3. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to

hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a list of five grievance arbitrators. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union, if the employee so chooses, at any step of the proceedings. The employee must be represented by the Union in Steps II and III. The Union may also process the grievance on its own, but the employee's signature is required before a grievance may go to Step III.

Section 5. The failure of an employee, or the Union to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) working days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The

arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive beyond the date on which the alleged grievance occurred.

Section 7. The Employer and the Union shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator, and the costs of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

## **ARTICLE 14**

### **INSURANCE**

#### **A. HEALTH AND MEDICAL INSURANCE.**

Section 1. The Employer shall maintain for each employee a health and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. The Employer will have a three-tiered insurance program, as follows:

a. Plan A. The deductible is \$1,000.00 single/\$2,000.00 family; the maximum out-of-pocket is \$2,000.00 single/\$4,000.00 family.

b. Plan B. The deductible is \$250.00 single/\$500.00 family; the maximum out-of-pocket is \$500.00 single/\$1,000.00 family. (County Base Plan)

c. Plan C. The deductible is \$250.00 single/\$500.00 family; the maximum out-of-pocket is \$1,000.00 single/\$2,000.00 family.

Section 3. The Employer will pay for the full cost of the employee's single coverage health insurance premium for Plan B. If the employee selects Plan A, the employee will pay the difference between Plan A single coverage and Plan B single coverage. If the employee selects Plan C, the Employer will retain in a flexible benefits account for that employee the difference between the Plan B single coverage premium and the Plan C single coverage premium. The employee may draw against the amount of insurance premium in the flexible benefit account to reimburse the employee for any amounts of deductible, coinsurance, prescription drug cost, dental and eye care, as well as certain over-the-counter drugs permitted by the county flex plan, which the employee pays. No cash payout is permitted.

Section 4. The Employer shall pay 73.5% of the employee's family coverage health insurance premium for Plan B, and the employee shall pay the balance. If the employee selects Plan A, the employee shall pay the difference between Plan A family coverage premium and 73.5% of Plan B family coverage premium. If the employee selects Plan C, the employee shall pay the difference between the Plan C family coverage premium and 73.5% of Plan B family coverage premium.

Section 5. The same principles shall apply to any increase or decrease in the single coverage premium or the family coverage premium as the policy is renewed from time to time. This means that the Employer shall pay for the full cost of the employee's single coverage health insurance premium for Plan B and the employee's contribution or retainage will follow the formula set out above; and the Employer shall pay 73.5% of the employee's family coverage health insurance premium for Plan B, and the employee's share of the premium shall depend on whether the employee selects Plan A, Plan B or Plan C.

Section 6. In each of the above Plans, the employee's share of the premium, if any, shall be withheld from the employee's pay. In each of the above Plans, the employee shall pay any deductible cost, maximum out-of-pocket cost or coinsurance cost in accordance with the provisions of the policy.

Section 7. Coverage of an employee and family, if so selected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 8. An employee may change plans or the type of coverage, only as permitted under the terms of the policy.

B. LIFE INSURANCE.

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of \$20,000.

Section 2. Coverage of an employee shall begin as set out in the insurance policy. The coverage offered and the amount of insurance, if less than \$20,000, will be in accordance with and to the extent provided under the terms of the life insurance policy.

## **ARTICLE 15**

### **SUPPLEMENTAL PAY**

A. **SAFETY SHOES**

Section 1. The Employer will pay the sum of \$60.00 per year to the employee to purchase steel-toed safety shoes, provided that an employee may accumulate up to \$120.00 over two (2) years for the purpose of purchasing steel-toed safety shoes.



Section 2. The employee shall wear steel-toed safety shoes at all times while at work.

**B. UNIFORM SERVICE FOR MECHANIC**

Section 1. The Employer will provide uniforms for the mechanic and will pay for the uniform service, which includes cleaning the uniforms. The Employer will use the same uniform service as is presently used and paid for by the mechanic.

**ARTICLE 16**

**WAGES**

Section 1. The regular rate of pay for each classification of employee is set out in Appendices A, B and C which are attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute shall have the right to examine, at reasonable times, the time sheets and other records pertaining to the computation of the pay of that employee. The employee may authorize a representative to examine the time sheets and the records with the employee or for the employee.

**ARTICLE 17**

**PART-TIME EMPLOYEE**

Section 1. A part-time employee is subject to the requirements of this Agreement and is entitled to the benefits of this Agreement as specifically set out in this Agreement for a part-time employee.

Section 2. A part-time employee shall be paid in accordance with the wage schedules set out in the Appendices. An employee will start at the beginning step of the employee wage classification; the wage will be increased to each succeeding step after the employee has worked for the required number of hours.

Section 3. An employee who works less than an average of twenty (20) hours per week is not entitled to any of the benefits of this Agreement, or this Article.

Section 4. A part-time employee will receive jury duty pay and military leave pay only if the employee is scheduled to work on the days the leave is applicable. The Employer reserves the discretion to establish the employee's working hours so as to exclude times when the part-time employee is scheduled for required military duties.

Section 5. A part-time employee will begin to earn vacation leave following the employee's first six months of employment. A part-time employee will earn vacation paid leave pro-rata based on the employee's average hours of work per week during the preceding six (6) months compared to a normal forty (40) hour work week, and based on the length of service of the part-time employee based on hours of service. The amount of paid leave to be received shall be reviewed and revised on July 1 of each year thereafter based on the hours worked during the preceding twelve (12) months (or lesser period if the employee has not worked a full twelve (12) months) compared to 2080 hours. All hours worked by a part-time employee will be credited to the employee for purposes of determining how much vacation pay a part-time employee will earn each pay period.

Section 6. A part-time employee will receive holiday pay if the holiday occurs on the scheduled workday of a part-time employee. Any holiday pay of a part-time

employee will be determined in accordance with the procedures on the article on holidays, provided that instead of waiting for thirty (30) calendar days to have the holiday benefit applicable, a part-time employee must work for one hundred sixty eight (168) hours before the holiday benefit becomes applicable. A part-time employee will not receive any benefit if a holiday falls on a day the employee is not scheduled to work.

Section 7. The hours of work of a part-time employee will be scheduled by the Employer to best meet the needs of the Employer. Overtime shall be paid to any part-time employee who actually works more than forty (40) hours during a work week.

Section 8. A part-time employee will not receive the sick leave benefit nor any life insurance benefit or coverage.

Section 9. A record of all hours of work performed by a part-time employee will be maintained by the Employer and all hours of work will be credited to the employee if hired as a full-time employee both for completing the probationary period and for determining seniority and other benefits under this contract, provided that the part-time employee is continuously employed with the Employer up to the time that the part-time employee is hired as a full-time employee.

## **ARTICLE 18**

### **GENERAL CONDITIONS**

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the

feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The Employer agrees to provide a designated space on a bulletin board chosen by the Engineer for the purpose of allowing the Union to post notices, agenda and similar information relating to the affairs of the Union. The Union shall be responsible for removing outdated or obsolete material from the bulletin board.

## **ARTICLE 19**

### **EFFECTIVE PERIOD**

Section 1. This Agreement shall be effective July 1, 2007, and shall continue through June 30, 2010.

Section 2. A party seeking a continuance of this Agreement shall cause a written notice to be served on the other party by September 15 of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the Agreement is requested for the fiscal year beginning July 1, 2010, notice must be given prior to September 15, 2009, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2006.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2006.

WASHINGTON COUNTY

INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 234

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Business Representative

Attest: \_\_\_\_\_  
County Auditor

By: \_\_\_\_\_  
Local Business Manager

By: \_\_\_\_\_  
Employee

By: \_\_\_\_\_  
Employee

By: \_\_\_\_\_  
Employee

APPENDIX A

WAGE SCHEDULE EFFECTIVE JULY 1, 2007

|                              |           |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|------------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Equipment<br>Operator        | Beginning | 1 Yr    | 2 Yr    | 3 Yr    | 4 Yr    | 5 Yr    | 6 Yr    | 7 Yr    | 8 Yr    | 9 Yr    | 10 Yr   | 11 Yr   | 12 Yr   | 13 Yr   | 14 Yr   | 15 Yr   | 16 Yr   | 17 Yr   | 18 Yr   | 19 Yr   | 20 Yr   | 21 Yr   | 22 Yr   | 23 Yr   | 24 Yr   | 25 Yr   |
|                              | \$17.00   | \$17.20 | \$17.40 | \$17.60 | \$17.80 | \$18.00 | \$18.20 | \$18.40 | \$18.60 | \$18.80 | \$19.00 | \$19.05 | \$19.10 | \$19.15 | \$19.20 | \$19.25 | \$19.30 | \$19.35 | \$19.40 | \$19.45 | \$19.50 | \$19.55 | \$19.60 | \$19.65 | \$19.70 | \$19.75 |
| Shop<br>Foreman/<br>Mechanic | Beginning | 1 Yr    | 2 Yr    | 3 Yr    | 4 Yr    | 5 Yr    | 6 Yr    | 7 Yr    | 8 Yr    | 9 Yr    | 10 Yr   | 11 Yr   | 12 Yr   | 13 Yr   | 14 Yr   | 15 Yr   | 16 Yr   | 17 Yr   | 18 Yr   | 19 Yr   | 20 Yr   | 21 Yr   | 22 Yr   | 23 Yr   | 24 Yr   | 25 Yr   |
|                              | \$18.70   | \$18.90 | \$19.10 | \$19.30 | \$19.50 | \$19.70 | \$19.90 | \$20.10 | \$20.30 | \$20.50 | \$20.70 | \$20.75 | \$20.80 | \$20.85 | \$20.90 | \$20.95 | \$21.00 | \$21.05 | \$21.10 | \$21.15 | \$21.20 | \$21.25 | \$21.30 | \$21.35 | \$21.40 | \$21.45 |

Steps are based on the employee's fully completed years of service as of July 1 of each year.

APPENDIX B

WAGE SCHEDULE EFFECTIVE JULY 1, 2008

|                              |           |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|------------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Equipment<br>Operator        | Beginning | 1 Yr    | 2 Yr    | 3 Yr    | 4 Yr    | 5 Yr    | 6 Yr    | 7 Yr    | 8 Yr    | 9 Yr    | 10 Yr   | 11 Yr   | 12 Yr   | 13 Yr   | 14 Yr   | 15 Yr   | 16 Yr   | 17 Yr   | 18 Yr   | 19 Yr   | 20 Yr   | 21 Yr   | 22 Yr   | 23 Yr   | 24 Yr   | 25 Yr   |
|                              | \$17.60   | \$17.80 | \$18.00 | \$18.20 | \$18.40 | \$18.60 | \$18.80 | \$19.00 | \$19.20 | \$19.40 | \$19.60 | \$19.65 | \$19.70 | \$19.75 | \$19.80 | \$19.85 | \$19.90 | \$19.95 | \$20.00 | \$20.05 | \$20.10 | \$20.15 | \$20.20 | \$20.25 | \$20.30 | \$20.35 |
| Shop<br>Foreman/<br>Mechanic | Beginning | 1 Yr    | 2 Yr    | 3 Yr    | 4 Yr    | 5 Yr    | 6 Yr    | 7 Yr    | 8 Yr    | 9 Yr    | 10 Yr   | 11 Yr   | 12 Yr   | 13 Yr   | 14 Yr   | 15 Yr   | 16 Yr   | 17 Yr   | 18 Yr   | 19 Yr   | 20 Yr   | 21 Yr   | 22 Yr   | 23 Yr   | 24 Yr   | 25 Yr   |
|                              | \$19.30   | \$19.50 | \$19.70 | \$19.90 | \$20.10 | \$20.30 | \$20.50 | \$20.70 | \$20.90 | \$21.10 | \$21.30 | \$21.35 | \$21.40 | \$21.45 | \$21.50 | \$21.55 | \$21.60 | \$21.65 | \$21.70 | \$21.75 | \$21.80 | \$21.85 | \$21.90 | \$21.95 | \$22.00 | \$22.05 |

Steps are based on the employee's fully completed years of service as of July 1 of each year.

APPENDIX C

WAGE SCHEDULE EFFECTIVE JULY 1, 2009

|                              |           |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|------------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Equipment<br>Operator        | Beginning | 1 Yr    | 2 Yr    | 3 Yr    | 4 Yr    | 5 Yr    | 6 Yr    | 7 Yr    | 8 Yr    | 9 Yr    | 10 Yr   | 11 Yr   | 12 Yr   | 13 Yr   | 14 Yr   | 15 Yr   | 16 Yr   | 17 Yr   | 18 Yr   | 19 Yr   | 20 Yr   | 21 Yr   | 22 Yr   | 23 Yr   | 24 Yr   | 25 Yr   |
|                              | \$18.20   | \$18.40 | \$18.60 | \$18.80 | \$19.00 | \$19.20 | \$19.40 | \$19.60 | \$19.80 | \$20.00 | \$20.20 | \$20.25 | \$20.30 | \$20.35 | \$20.40 | \$20.45 | \$20.50 | \$20.55 | \$20.60 | \$20.65 | \$20.70 | \$20.75 | \$20.80 | \$20.85 | \$20.90 | \$20.95 |
| Shop<br>Foreman/<br>Mechanic | Beginning | 1 Yr    | 2 Yr    | 3 Yr    | 4 Yr    | 5 Yr    | 6 Yr    | 7 Yr    | 8 Yr    | 9 Yr    | 10 Yr   | 11 Yr   | 12 Yr   | 13 Yr   | 14 Yr   | 15 Yr   | 16 Yr   | 17 Yr   | 18 Yr   | 19 Yr   | 20 Yr   | 21 Yr   | 22 Yr   | 23 Yr   | 24 Yr   | 25 Yr   |
|                              | \$19.90   | \$20.10 | \$20.30 | \$20.50 | \$20.70 | \$20.90 | \$21.10 | \$21.30 | \$21.50 | \$21.70 | \$21.90 | \$21.95 | \$22.00 | \$22.05 | \$22.10 | \$22.15 | \$22.20 | \$22.25 | \$22.30 | \$22.35 | \$22.40 | \$22.45 | \$22.50 | \$22.55 | \$22.60 | \$22.65 |

Steps are based on the employee's fully completed years of service as of July 1 of each year.